

## **complaint**

Mr W had a debt with National Westminster Bank Plc which he was repaying to the bank by monthly payments. He complains that NatWest wrote in October 2012 to tell him that, because it had been unable to contact him or to agree a suitable repayment plan, the bank had passed his account to a debt collection agent. He wants to continue to deal directly with NatWest.

## **background**

In response, NatWest said:

- Mr W's repayment plan set up in April 2012 was for six months, with monthly payments of £45 – as the plan ended in October, another plan needed to be set up.
- Mr W made payments of €50, which was less than the agreed £45 (although, because of an additional one-off credit to his account during this period, he was not behind with paying off his debt).
- It is entitled to refer debt collection to agents where it feels this would be appropriate and, unlike the bank, the appointed agent was able to receive payments in Euros (which was the currency in which Mr W preferred to make payments).

Our adjudicator did not think the complaint should be upheld. He pointed out that the Financial Ombudsman Service is not a banking regulator, and has no power to intervene in a commercial decision made by NatWest – the appointment of a debt collection agent would be considered a legitimate exercise of commercial judgement.

Mr W disagreed with our adjudicator's view, saying:

- He had not been aware, until he received the letter from NatWest, that the bank had been trying to contact him – if they had made contact, he would have reacted positively.
- The bank had not dealt with him in a transparent and fair manner – it claimed to wish to engage with him to settle the debt, while actually making no serious effort to do so.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I find that I have come to the same conclusion as our adjudicator, for the same reasons.

NatWest has not expanded on the statement in its letter, that it had been unable to contact Mr W. The statement appears to have caused Mr W significant frustration and annoyance, which is very unfortunate. However, this does not alter the basic position (as set out by our adjudicator) that the bank was entitled to take the action it did.

## **my final decision**

For the reasons explained above, my final decision is that I do not uphold this complaint.

Roy Mawford  
**ombudsman**